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RUTGERS UNIVERSITY

AGREEMENT

BETWEEN

BOROUGH OF ESSEX FELLS

NEW JERSEY

AND

WEST ESSEX POLICEMEN'S BENEVOLENT

ASSOCIATION, LOCAL NO. 81

JANUARY 1, 1975, THROUGH DECEMBER 31, 1975

Essex County

PREAMBLE

THIS AGREEMENT made and entered into at Essex Fells, New Jersey, this day of , 1975, by and between the BOROUGH OF ESSEX FELLS, in the County of Essex, hereinafter referred to as the "BOROUGH" and the WEST ESSEX POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 81, hereinafter referred to as the "P. B. A. ",

W I T N E S S E T H :

WHEREAS, the Borough and the P. B. A. recognize and declare that providing quality Police protection for the Borough is their mutual aim, and;

WHEREAS, the Borough Council and the Borough Administration retain the basic decision making powers over fiscal and management questions, and;

WHEREAS, the Borough has an obligation, to negotiate with the P. B. A. as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and;

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I. - RECOGNITION

Section A: The Employer hereby recognizes the P. B. A. , Local No. 81, as the exclusive bargaining representative with respect to rate of pay, hours and other conditions of employment for employees of the Police Department, who are classified as Patrolmen, Sergeants, Lieutenants, but

excluding the Chief of Police, Captain, and all other Employees of the Borough of Essex Fells.

ARTICLE II. - WAGES

Section A: All Employees covered by the provisions of this Agreement shall receive salaries at the annual rates and on the effective dates indicated in accordance with the following schedule:

PATROLMEN

	<u>January 1, 1975</u>	<u>August 1, 1975</u>
First 6 months of service	\$9,680.00	\$9,880.00
Second 6 months of service	\$10,011.00	\$10,211.00
Second year of service	\$10,900.00	\$11,100.00
Third year of service	\$11,630.00	\$11,830.00
Fourth year of service	\$12,475.00	\$12,675.00
Fifth year of service and thereafter	\$13,580.00	\$13,780.00

SERGEANTS

	<u>January 1, 1975</u>	<u>August 1, 1975</u>
First year of service	\$14,090.00	\$14,290.00
Second year of service and thereafter	\$14,535.00	\$14,735.00

LIEUTENANTS

	<u>January 1, 1975</u>	<u>August 1, 1975</u>
First year of service	\$15,200.00	\$15,400.00
Second year of service and thereafter	\$15,675.00	\$15,875.00

ARTICLE III. - LONGEVITY

1. Each employee covered by this agreement shall receive in addition to his base salary, a longevity payment as follows:

Period of Continuous, Uninterrupted Service

Less than 5 years	None
5 thru 10 years	2% of base pay
11 thru 15 years	4% of base pay
16 thru 20 years	6% of base pay
21 thru 25 years	8% of base pay
More than 25 years	10% of base pay

2. The longevity payment due shall be calculated from the beginning of the calendar quarter immediately following the employee's applicable anniversary date of employment.

ARTICLE IV. - HOURS OF WORK AND OVERTIME

1. All Employees covered by this agreement shall have a normal work week of forty (40) hours per week.

2. All regular police duty work authorized to be performed in excess of forty (40) hours in any calendar week shall be paid in cash payments at time and one half the regular straight time hourly rate.

3. All Court appearances required outside an Employees' tour of duty shall be compensated by "time off" at the rate of one and one half hours for each hour spent in Court plus travel time.

4. Municipal Court appearances shall be compensated at time and one half the regular straight time hourly rate in compensating time off, with a minimum two (2) hour guarantee.

5. Any Employee required to return to work after completion of his regular shift (and prior to the start of his next scheduled shift), shall be guaranteed two (2) hours at the overtime rate.

6. The provisions of this Article governing overtime shall not apply when Employees voluntarily switch schedules which may be done after securing approval of the Chief of Police.

ARTICLE V. - HEALTH AND INSURANCE BENEFITS

1. The Borough shall provide enrollment in the State Health Benefits Program for all permanent employees covered by this agreement who have been on the payroll for two months at the beginning of the third month of employment on the same basis as has been done heretofore. The Borough shall not be precluded from changing an insurance carrier so long as substantially similar benefits are provided.

2. The Borough shall pay the full cost of the Health Benefits Program for the employee and his family unless the employee elects to be covered by another plan.

ARTICLE VI. - VACATION

1. A vacation period shall be provided for every full time Employee on the Police Department with a full pay. The status of each member with respect to annual vacation credits shall be fixed and determined as of the 31st of December of the year immediately preceding the year in which the right of such vacation period shall become due.

2. LENGTH OF SERVICE

VACATION CREDITS

0-1 Year	1 working day for each month of service (maximum 10 days)
1 thru 5 Years	10 working days
6 Years	11 working days
7 Years	12 working days
8 Years	13 working days
9 Years	14 working days
10 Years	15 working days

3. The scheduling of vacation days shall be at the discretion of the Chief of Police.

ARTICLE VII. - HOLIDAYS

1. Each full-time uniformed Employee of the Police Department shall be entitled to a payment equal to twelve (12) working days, whether he does or does not perform duty on any of the following holidays:

- | | | | |
|----------------|----------------|-------------------------|------------------|
| 1. January 1 | 4. Good Friday | 7. Labor Day | 10. Veterans Day |
| 2. February 12 | 5. May 30 | 8. October 12 | 11. Thanksgiving |
| 3. February 22 | 6. July 4 | 9. General Election Day | 12. Christmas |

2. This payment shall be in two (2) equal installments on or before July 5, and on or before December 15 of each year based upon the Employee's daily rate of pay.

ARTICLE VIII. - GRIEVANCE PROCEDURE

Section 1. Definition

A grievance is any alleged violation of this Agreement or any dispute with respect to this Agreement's meaning or application.

Section 2. Purpose

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this Agreement the following procedures shall be followed:

Step 1.

An Employee with a grievance shall first discuss it with his immediate supervisor directly for the purpose of resolving the matter informally.

Step 2.

If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within five (5) working days after presentation of the grievance at Step 1, he may file a written grievance with the Chief of Police. A meeting on the written grievance shall be held within five (5) working days of the filing of the written grievance between the Chief of Police, the aggrieved party and the P. B. A. 's designated representative if the grievant so desires. A decision thereon shall be rendered in writing by the Chief of Police within five (5) working days after holding of such meeting.

Step 3.

If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, or if no written decision has been rendered within five (5) working days after the presentation of this grievance at Step 2, the matter may be

referred by the P. B. A. and/or the aggrieved party to the Borough Administrator in a written referral to the Borough Administrator. A meeting on the grievance shall be held between the grievant and the Borough Administrator at which time a representative of the P. B. A. may be present. Said meeting shall not be public unless the parties so agree in writing. The Borough Administrator shall render a final written decision within seven (7) working days of the date of the meeting.

Step 4.

If the aggrieved party is not satisfied with the disposition of the grievance at Step 3, or if no written decision has been rendered within seven (7) working days after the presentation of the grievance at Step 3, the matter may be referred by the P. B. A. by its designated representative to the Police Committee of the Borough Council. A meeting on the grievance shall be held between the P. B. A. and the Police Committee at which meeting the parties may be represented. Said meeting shall not be public unless the parties so agree in writing. The Police Committee shall render a final written decision within seven (7) working days of the date of the meeting.

Step 5.

If any Employee remains aggrieved at the completion of the aforementioned procedures, the P. B. A. may, within ten (10) days of receipt of the written decision of the Police Committee of the Borough Council, request arbitration of his grievance. The arbitrator shall be selected by the parties from a panel of proposed arbitrators pursuant to the normal procedures adopted by the American Arbitration Association. If the appeal to arbitration is not taken by the

P. B. A. within the aforementioned period, the denial by the Police Committee will be final and binding. Arbitration costs to be shared equally, all other expenses arising out of the arbitration shall be paid by the party incurring them. The arbitrators award will be binding upon the parties.

Section 3.

The time limits specified in the Grievance Procedure shall be construed as maximum. However, these may be extended upon mutual agreement between the parties.

Section 4.

A grievance must be presented at Step 1 within five (5) working days from the date of occurrence of the facts which gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not be thereafter considered a grievance under this Agreement.

Section 5.

Any Employee may be represented at all stages of the Grievance Procedure by himself, or, at his option, by a representative selected or approved by the P. B. A.

ARTICLE IX. - MANAGEMENT RIGHTS

It is understood and agreed that the Borough possesses the sole and exclusive right to conduct the Borough's business, to manage and direct the affairs of the Police Department, to fulfill its lawful obligations and that all management rights repose in it except as modified or limited by the terms of this Agreement.

It is further agreed and understood that all rights of management are retained by the Borough unless otherwise specifically restricted by this Agreement and/or provisions of N. J. S. A. 34:13A-1 et seq. This right shall include, but shall not be limited to, the right to:

- (a) Direct the Employees;
- (b) Hire, promote, transfer, and assign;
- (c) Suspend, demote, discharge, or take other disciplinary action for good and just cause.

ARTICLE X. - NO STRIKE PLEDGE

During the term of this Agreement, there will be no strike, work stoppage, slowdown or refusal to cross a picket line. Any Employee who violates the foregoing provisions may be discharged or disciplined by the Borough.

ARTICLE XI. - DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Borough or any of its agents against the Employees represented by the P. B. A. because of membership or activity in the P. B. A. The P. B. A. or any of its agents shall not intimidate or coerce Employees into membership. Neither the Borough nor the P. B. A. shall discriminate against any Employee because of race, creed, color, age, sex, or national origin.

ARTICLE XII. - SICK LEAVE

1. The Mayor and Borough Council, shall continue the present practice for sick leave payments as relates to Employees of this department.

2. Any Employee absent due to illness or injury which results in the Employee's inability to perform his work shall give reasonable notice to the Chief of Police.

3. Any Employee absent for three days or more may be requested to submit a doctor's certificate to the Chief of Police stating that the Employee is unable to work.

ARTICLE XIII. - LEAVES OF ABSENCE

Bereavement Leave

1. In the event of a death in an Employee's immediate family, he shall be given time off from the day of death until the next scheduled work day after the funeral, not to exceed three working days.

2. Immediate family is defined as spouse, father, mother, father-in-law, mother-in-law, sister, brother, child, grandparent, grandchild, or any relative living in the household of the Employee.

3. Verification of the event may be required by the Borough.

ARTICLE XIV. - GENERAL AND MISCELLANEOUS

Section A: Uniforms and Equipment

All uniforms and equipment designated by the Chief of Police to be worn by members of the Police Department shall be provided as has been in past years.

Section B: When an Employee is required to use his private vehicle for Borough business, he will be paid a mileage allowance of twelve cents (\$.12) per mile, plus tolls and parking charges.

ARTICLE XV. - LEGAL AID

In accordance with N. J. S. A. 40A:14-155, the employer will provide legal aid to all covered employees as the result of suits or other legal proceedings instituted against them which arise from incidents in the line of duty, but excluding disciplinary or criminal proceedings instituted against employees by the Borough or Law Enforcement Agencies.

ARTICLE XVI. - SEPARABILITY AND SAVINGS

1. The Borough and the Association recognize the applicability of Presidential Executive Orders dealing with economic controls on wages, prices, salaries, and so forth. Therefore, salary or wage increases or other economic changes will be put into effect only to the extent that is legally possible. In the event that any or all of the salary increases or adjustments or other economic changes for 1975 or beyond cannot be legally made effective, such increases or adjustments or changes shall be omitted or proportionately adjusted according to law.

2. In the event that any provision of this Agreement shall, at any time, be declared invalid by Legislative Act or any Court of competent jurisdiction, or through Governmental regulation or decree such decision shall not invalidate the entire Agreement, it being the express intent of the parties that all provisions not declared invalid shall remain in full force and effect.

ARTICLE XVII. - DURATION

This Agreement shall become effective January 1, 1975, through December 31, 1975, and thereafter until either party serves written notice at least sixty (60) days prior to its termination of its desire to modify or terminate this Agreement.

Upon receipt of such notification, the parties agree to engage in negotiations within fifteen (15) days thereafter, unless mutually agreed to extend the number of days.

If written notification is not provided as stated herein, this Agreement shall be renewed for additional one (1) year terms.

IN WITNESS WHEREOF, the parties hereto have hereunder affixed their signatures.

P. B. A. LOCAL 81

Witness:

Richard B. Barrows
Richard B. Barrows

By Edward J. Bogert
Edward J. Bogert, President

Arthur J. Morthier
Arthur J. Morthier

BOROUGH OF ESSEX FELLS

Witness:

Walter S. Steinmann
Walter S. Steinmann
Borough Clerk

By Wallace S. Jones
Wallace S. Jones, Mayor

William B. Mabee
William B. Mabee
Chief of Police

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AGREEMENT
BETWEEN
BOROUGH OF ESSEX FELLS
NEW JERSEY
AND

LIBRARY
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Labor Relations

AUG 6 1979

RUTGERS UNIVERSITY

WEST ESSEX POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL NO. 81

JANUARY 1, 1976, THROUGH DECEMBER 31, 1976

Ratified - 9/7/76

THIS DOES NOT
CIRCULATE

PREAMBLE

THIS AGREEMENT made and entered into at Essex Fells, New Jersey, this 7th day of September, 1976, by and between the BOROUGH OF ESSEX FELLS, in the County of Essex, hereinafter referred to as the "BOROUGH" and the WEST ESSEX POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 81, hereinafter referred to as the "P.B.A."

W I T N E S S E T H

WHEREAS, the Borough and the P.B.A. recognize and declare that providing quality Police protection for the Borough is their mutual aim, and;

WHEREAS, the Borough Council and the Borough Administration retain the basic decision making powers over fiscal and management questions, and;

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ARTICLE II. - WAGES

Section A: All Employees covered by the provisions of this Agreement shall receive salaries at the annual rates and on the effective date indicated in accordance with the following schedule:

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	<u>January 1, 1976</u>
First 6 months of service	\$10,200.00
Second 6 months of service	\$10,600.00
Second year of service	\$11,605.00
Third year of service	\$12,460.00
Fourth year of service	\$13,350.00
Fifth year of service and thereafter	\$14,590.00

SERGEANTS

	<u>January 1, 1976</u>
First year of service	\$15,000.00
Second year of service and thereafter	\$15,550.00

LIEUTENANTS

	<u>January 1, 1976</u>
First year of service	\$16,250.00
Second year of service and thereafter	\$16,760.00

ARTICLE III - LONGEVITY

1. Each employee covered by this agreement shall receive in addition to his base salary, a longevity payment as follows:

Period of Continuous, Uninterrupted Service

Less than 5 years	None
5 thru 10 years	2% of base pay
11 thru 15 years	4% of base pay
16 thru 20 years	6% of base pay
21 thru 25 years	8% of base pay
More than 25 years	10 % of base pay

2. The longevity payment due shall be calculated from the beginning of the calendar quarter immediately following the employee's applicable anniversary date of employment.

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2.	<u>LENGTH OF SERVICE</u>	<u>VACATION CREDITS</u>
	0-1 year	1 working day for ea. mo. of service (max. 10 days)
	1 thru 5 years	10 working days
	6 years	11 working days
	7 years	12 working days
	8 years	13 working days
	9 years	14 working days
	10 years	15 working days
	11 years	15 working days
	12 years	15 working days
	13 years	15 working days
	14 years	15 working days
	15 years and thereafter	20 working days

3. The scheduling of vacation days shall be at the discretion of the Chief of Police.

ARTICLE VII. - HOLIDAYS

1. Each full-time uniformed Employee of the Police Department shall be entitled to a payment equal to twelve (12) working days, whether he does or does not perform duty on any of the following holidays:

- | | | | |
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| 1. January 1 | 4. Good Friday | 7. Labor Day | 10. Veterans' Day |
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Step 3.

If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, or if no written decision has been rendered within

five (5) working days after the presentation of this grievance at Step 2, the matter may be referred by the P.B.A. and/or the aggrieved party to the Borough Administrator in a written referral to the Borough Administrator. A meeting on the grievance shall be held between the grievant and the Borough Administrator at which time a representative of the P.B.A. may be present. Said meeting shall not be public unless the parties so agree in writing. The Borough Administrator shall render a final written decision within seven (7) working days of the date of the meeting.

Step 4.

If the aggrieved party is not satisfied with the disposition of the grievance at Step 3, or if no written decision has been rendered within seven (7) working days after the presentation of the grievance at Step 3, the matter may be referred by the P.B.A. by its designated representative to the Police Committee of the Borough Council. A meeting on the grievance shall be held between the P.B.A. and the Police Committee at which meeting the parties may be represented. Said meeting shall not be public unless the parties so agree in writing. The Police Committee shall render a final written decision within seven (7) working days of the date of the meeting.

Step 5.

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is not taken by the P.B.A. within the aforementioned period, the denial by the Police Committee will be final and binding. Arbitration costs to be shared equally, all other expenses arising out of the arbitration shall be paid by the party incurring them. The arbitrators award will be binding upon the parties.

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Bereavement Leave

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ARTICLE XIV - GENERAL AND MISCELLANEOUS

Section A: Uniforms and Equipment

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2. In the event that any provision of this Agreement shall, at any time, be declared invalid by Legislative Act or any Court of competent jurisdiction, or through Governmental regulation or decree such decision shall not invalidate the entire Agreement, it being the express intent of the parties that all provisions not declared invalid shall remain in full force and effect.

ARTICLE XVII - DURATION

This Agreement shall become effective January 1, 1976, through December 31, 1976, and thereafter until either party serves written notice

at least sixty (60) days prior to its termination of its desire to modify or terminate this Agreement.

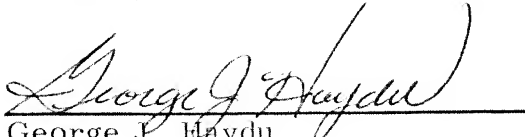
Upon receipt of such notification, the parties agree to engage in negotiations within fifteen (15) days thereafter, unless mutually agreed to extend the number of days.

If written notification is not provided as stated herein, this Agreement shall be renewed for additional one (1) year terms.


IN WITNESS WHEREOF, the parties hereto have hereunder affixed their signatures.

P.B.A. LOCAL 81

Witness:

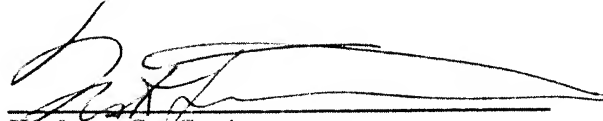

George J. Haydu

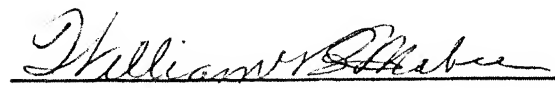

Conrad A. January, Jr.

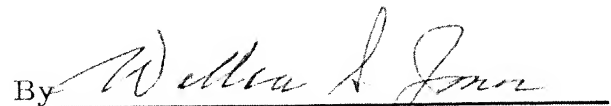
By 
President

BOROUGH OF ESSEX FELLS

Witness:


Walter S. Steinmann
Borough Clerk


William B. Mabey
Chief of Police

By 
Wallace S. Jones, Mayor